

SHARON DOUGLASS MAYO - State Bar No. 150469  
sharon.mayo@aporter.com  
KRISTEN L. TERRANOVA - State Bar No. 246433  
kristen.terranoval@aporter.com  
AMIE L. MEDLEY - State Bar No. 266586  
amie.medley@aporter.com  
ARNOLD & PORTER LLP  
777 South Figueroa Street, 44<sup>th</sup> Floor  
Los Angeles, California 90017-5844  
Telephone: (213) 243-4000  
Facsimile: (213) 243-4199

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

EMI APRIL MUSIC INC., MUSIC  
SALES CORP., PERREN VIBES  
MUSIC, INC., UNIVERSAL-  
POLYGRAM INTERNATIONAL  
PUBLISHING, INC., JOBETE  
MUSIC CO., INC., PURE LOVE  
MUSIC, UH OH ENTERTAINMENT,  
INC., NEUTRAL GREY MUSIC,  
NAUGHTY MUSIC, WUT' SHAWN-  
A-DO MUSIC, INC., THAT'S PLUM  
SONG AND IT'S TEA TYME,

Plaintiffs,

v.

SOUTH BAY RESTAURANT  
GROUP, INC. AND GEORGE  
JOSEPH MOUSSALLI,

Defendants.

Case No. 10CV334 JST (AJWx)

**CONSENT JUDGMENT**

(17 U.S.C. §§ 101 *ET SEQ.*)

1 WHEREAS, plaintiffs EMI April Music Inc., Music Sales Corp., Perren Vibes  
2 Music, Inc., Universal-Polygram International Publishing, Inc., Jobete Music Co.,  
3 Inc., Pure Love Music, Uh Oh Entertainment, Inc., Neutral Grey Music, Naughty  
4 Music, Wut' Shawn-A-Do Music, Inc., That's Plum Song and It's Tea Tyme  
5 ("Plaintiffs") are Plaintiffs' in the Complaint filed in this action and members of the  
6 American Society of Composers, Authors and Publishers ("ASCAP"); and

7 WHEREAS, defendant South Bay Restaurant Group, Inc. owns and operates a  
8 restaurant business for public entertainment, accommodation, amusement, and  
9 refreshment known as Samba Brazilian Steakhouse, located at 207 North Harbor  
10 Drive in Redondo Beach in the State of California; and

11 WHEREAS, the Parties have agreed on terms to settle Plaintiffs' claims under  
12 17 U.S.C. § 106(4) as set forth in the Complaint filed in this action, without any  
13 adjudication of said claims and without any admission of liability by any Defendant,  
14 pursuant to which Plaintiffs are entitled to entry of a money judgment against  
15 Defendant South Bay Restaurant Group, Inc., as set forth below:

16 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
17 DECREED that:

18 1. (a) Upon the stipulated request of the parties, a money judgment is  
19 entered for Plaintiffs and against Defendant South Bay Restaurant Group, Inc. on the  
20 claims set forth in Plaintiffs' Complaint in the amount of Twenty-Five Thousand  
21 Dollars (\$25,000.00) (the "Consent Judgment Amount"). Notwithstanding the  
22 foregoing, the parties have agreed that this Judgment may be satisfied upon  
23 Defendant South Bay Restaurant Group, Inc.'s payment of the sum of Twenty-Two  
24 Thousand Five Hundred Dollars (\$22,500.00) (the "Settlement Amount") as provided  
25 in Paragraph 2 below.

26 (b) The amount provided for in this Consent Judgment shall be in full  
27 settlement of all claims against Defendant South Bay Restaurant Group, Inc. and its  
28 successors, shareholders, partners, officers, directors, predecessors, assigns, joint

1 venturers, agents, and employees at Samba Brazilian Steakhouse, arising out of the  
2 events described in Plaintiffs' Complaint and all other claims for copyright infringement  
3 arising out of unauthorized public performances of ASCAP's members' musical works  
4 by Defendant South Bay Restaurant Group, Inc. and its successors, shareholders,  
5 partners, officers, directors, predecessors, assigns, joint venturers, agents, and  
6 employees at Samba Brazilian Steakhouse, during all periods up to and including the  
7 date of entry of this Consent Judgment.

8       2.     (a)     Defendant South Bay Restaurant Group, Inc. shall pay the  
9 Settlement Amount by an initial payment of Three Thousand Dollars (\$3,000.00) to  
10 be made on or before October 15, 2010, and six (6) subsequent installment payments  
11 of Three Thousand Dollars (\$3,000.00) to be made on the fifteenth day of every other  
12 month beginning December 2010 and ending October 2011. A final payment of One  
13 Thousand Five Hundred Dollars (\$1,500) shall be paid on or before December 15,  
14 2011.

15               (b)     Defendant South Bay Restaurant Group, Inc. shall make the  
16 payments provided for above in the form of a certified, cashier's, bank, or corporate  
17 business check drawn on a California bank, made payable to "ASCAP," and  
18 delivered to Kristen L. Terranova, Esq., at Arnold & Porter LLP, 777 South Figueroa  
19 Street, 44th Floor, Los Angeles, California 90017, or such other person as Plaintiffs'  
20 attorneys shall designate to receive such payments.

21       3.     In the event that Defendant South Bay Restaurant Group, Inc. fails to  
22 make any of the payments provided for in paragraph 2(a), upon receipt by Defendant  
23 South Bay Restaurant Group, Inc. of written notice from Plaintiffs or their  
24 undersigned attorneys of any such delinquency, Defendant South Bay Restaurant  
25 Group, Inc. shall have ten (10) calendar days in which to cure such delinquency. If  
26 the delinquency is not cured within such ten (10) day period, Defendant South Bay  
27 Restaurant Group, Inc. shall be obligated to pay the full Consent Judgment Amount  
28 of Twenty-Five Thousand Dollars (\$25,000.00), less any payments previously made

1 to Plaintiffs pursuant to paragraph 2 above. Such balance shall be immediately due  
2 and payable, and a writ of execution therefor may issue forthwith and without any  
3 further notice to Defendant South Bay Restaurant Group, Inc.

4 5. Defendant George Joseph Moussalli shall be dismissed from this action  
5 without prejudice at the same time this Consent Judgment is entered.

6 6. In the event that Defendant South Bay Restaurant Group, Inc. fails to  
7 make full payment of the Settlement Amount, Plaintiffs reserve their rights to assert  
8 any applicable claims and to seek any appropriate relief against Defendant George  
9 Joseph Moussalli, and/or to proceed against Defendant South Bay Restaurant Group,  
10 Inc. under this Consent Judgment.

11 7. In the event that Plaintiffs seek relief pursuant to this Consent Judgment,  
12 Plaintiffs shall be entitled to all such writs and process as is necessary or proper for  
13 the enforcement of this Consent Judgment as to South Bay Restaurant Group, Inc.

14 8. Contemporaneously with the entry of this Consent Judgment, ASCAP,  
15 on behalf of Plaintiffs, shall offer to South Bay Restaurant Group, Inc., and South  
16 Bay Restaurant Group, Inc. shall accept and sign, an ASCAP General License  
17 Agreement for the Samba Brazilian Steakhouse or its designee authorizing the public  
18 performance of any or all of the copyrighted musical works in the ASCAP repertory,  
19 for the term commencing October 1, 2010. License fees for the period October 1,  
20 2010 through September 30, 2012 pursuant to such ASCAP license agreement are  
21 included in the Settlement Amount provided for in this Consent Judgment, subject to  
22 adjustment in accordance with the terms of the license agreement.

23 9. Subject to the Court's continuing jurisdiction over Plaintiffs and  
24 Defendant South Bay Restaurant Group, Inc. for purposes of enforcement of this  
25 Consent Judgment, this action is dismissed.  
26  
27  
28

## ORDER

Dated: October 18, 2010

WEST: 30692212v1